

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

DIRECTV, INC., a California  
corporation,

Plaintiff,

Case No. 04-122-HO

v.

ORDER

TIMOTHY BERTSCH, et al.,

Defendants.

Plaintiff filed a motion to enforce the settlement agreement with defendant Corey J. Andrews. The parties agreed in a stipulation of dismissal that this action may be reopened in the event Andrews "fails to fulfill the specified contingencies upon which this action was settled." Stipulation of Dismissal filed August 8, 2004 at 1-2. The court, however, has not acted to retain jurisdiction over the settlement agreement and has not embodied the settlement agreement in a dismissal order. The

court therefore lacks jurisdiction to enforce the settlement agreement. Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 381-82 (1994). Plaintiff is not entitled to costs based on the stipulation that dismissal is without costs.

Conclusion

Based on the foregoing, plaintiff's motion to enforce settlement agreement [#38] is denied; plaintiff's cost bill [#33] is denied.

IT IS SO ORDERED.

DATED this 14<sup>th</sup> day of July, 2006.

s/ Michael R. Hogan  
United States District Judge